

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR LAW DEPARTMENT
(REMEDIATION FUND)***

**PROJECT MANUAL:
RADIOFREQUENCY INTERFERENCE CONSULTING SERVICES
*INVITATION FOR BID #14-38***

**Pre-Bid Meeting: October 9, 2013 at 10:30 a.m.
Bid Opening Date: October 23, 2013 at 12:30 p.m.**

**OCTOBER 2013
Setti D. Warren, Mayor**

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #14-38

The City of Newton (City) invites sealed bids from Contractors for:

RADIOFREQUENCY INTERFERENCE CONSULTING SERVICES

Pre-Bid Meeting: **10:30 a.m., Wednesday, October 9, 2013, City Hall, Room 204**
Bids will be received until: ***12:30 p.m., Thursday, October 23, 2013**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at www.newtonma.gov/bids or for pickup at Newton City Hall, Room 204, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., October 3, 2013.**

There will be no charge for contract documents.

Bid surety is not required with this bid.

Award will be made to the lowest, responsible, and responsive bidder for services based on the Grand Total. Any bidder not providing prices for all line items may be deemed unresponsive and therefore rejected.

Provision of services is required to start upon the execution of this contract. The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total.

The term of the awarded contract **shall extend from the time of execution for approximately 12 months through November 1, 2014.** If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

All bids are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside designated department, Newton, MA.

All bids shall be submitted as **one (1) ORIGINAL and two (2) COPIES.**

All City bids are available on the City's web site at www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer

October 3, 2013

****Please note: the Bid Opening Date has changed from what was originally advertised.***

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, the Request For Bids For Radiofrequency Trouble-Shooting and Remediation-Related Work and Agreement For Radiofrequency Interference Source Identification and Remediation Work Draft 5/29/13 (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 2. If required, the Bidder has visited the work site and is familiar with the local conditions for which the supplies are being procured.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Thursday, October 10, 2013** at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #14-38**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the IFB. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and responsive Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

* GENERAL BID FOR: **#14-38**

* NAME OF PROJECT: **RADIOFREQUENCY INTERFERENCE CONSULTING SERVICES**

* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the IFB.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall is open.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. *See M.G.L. C. 30, §39R and M.G.L. C. 149, §44E.*
 - 1. This requirement will apply to any general bid or sub bid submitted.
 - 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 - 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids by written request. Written request for withdrawal of bid must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City will award the contract to the lowest responsive and responsible Bidder within sixty (60) days (Saturdays, Sundays, and legal holidays excluded) after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; and (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #14-38

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City entitled:

RADIOFREQUENCY INTERFERENCE CONSULTING SERVICES

- B. This bid includes addenda number(s) _____, _____, _____, _____.
- C. The contract price(s) will be shall be deemed to be the sum of the following.

RADIOFREQUENCY INTERFERENCE CONSULTING SERVICES

Hourly Rate (Consulting Services) x 300 hours = \$ _____ (1)
Hourly Rate (Travel Time) x 75 hours = \$ _____ (2)

(Grand Total of line (1) and (2) above must be placed here)

_____ and \$ _____
(Written word) (Numerical)

Grand Total (From execution of the contract through November 1, 2014)

IMPORTANT: Award will be made to the lowest responsive and responsible bidder based on grand total. The number of hours may be more or less than what is stated above, such number being a reasonable estimate used to allow meaningful comparison of bids. Hourly rates bid shall remain in from for the term of the Contract.

*If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. If the alternate product information (listed above) is not provided at the time of the bid the bidder may be deemed non responsive. **SAMPLE IS REQUIRED IF BIDDING AN APPROVED EQUAL.**

COMPANY NAME _____

- D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days

E. The undersigned has completed and submits herewith the following documents:

- o Signed Bid Form, 2 pages
- o Attachement B, 1 page
- o Bidder's Qualifications and References Form, 2 pages
- o Certificate of Non-Collusion, 1 page
- o Debarment Letter, 1 page
- o IRS Form W-9

F. The undersigned agrees that, if selected as general contractor, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

(FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

City of Newton



Mayor
Setti D. Warren

Purchasing Department
Nicholas Read ☎ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date _____

Vendor _____

Re: Debarment Letter for Invitation For Bid #14-38

Dear:

As the awarded vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ -- FAX _____
EMAIL _____

Signature _____ Date _____

If you have questions, please contact me at (617) 796-1220.

Sincerely,

Nicholas Read
Chief Procurement Officer

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Other (see instructions) ▶	
	X Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City, as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the INVITATION FOR BID, the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the

Vendor. For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City. Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials supplies. A copy of this plan may be obtained from the Purchasing Department.

15. Notice is hereby given that the City of Newton Minority Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action is applicable to all City of Newton contracts in excess of \$50,000.00. A copy of these plans may be obtained from the Purchasing Department.

16. **Right To Know:**

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. **INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000 each occurrence \$500,000 aggregate

The City shall be named as additional insured on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY – CONTRACTOR AGREEMENT

CONTRACT NO. C-

CITY-CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF NEWTON, MASSACHUSETTS AND [CONTRACTOR] FOR RADIOFREQUENCY INTERFERENCE SOURCE IDENTIFICATION AND REMEDIATION WORK

This Agreement is entered into on this ____ day of _____, 2013, by and between the City of Newton, Massachusetts, a municipality, body politic and political subdivision of the Commonwealth of Massachusetts (the “City”) with offices at 1000 Commonwealth Avenue, Newton, Massachusetts 02459, and _____ (“Contractor”), with a place of business located at _____.

On September____, 2013, the City issued an Invitation For Bid (“IFB”) from at least three (3) parties for consulting and related services needed to assist in the implementation of the RFI Remediation Fund established by three (3) radio stations (the “Stations”) pursuant to a permit condition issued in Board of Aldermen Order No. 542-03 dated November 21, 2005;

On_____, 2013, as a result of its IFB process, the City selected the Contractor to provide the following consulting and related services:

The Services

1. At the direction of the City’s Remediation Fund Administrator, where a resident in the Oak Hill area (as described in Section 11) makes a RFI complaint to the Stations or the City, the Contractor shall make on-site visits to the affected residence in order to troubleshoot the cause of the RFI.
2. The Contractor shall advise the City whether the Stations’ RFE are (1) the sole cause of the RFI; (2) one cause of the RFI, together with another identified cause; or (3) not a cause of the RFI. In the case of (1) or (2), and with the resident’s (or property owner) consent, Contractor shall provide solutions to the RFI where the remedial work involves the installation of small parts, such as filters, and advise the City regarding any solution with an estimated cost of more than \$100.00 above the cost of the on-site visit, so that the City may determine whether and to what extent to authorize and pay for any further remedial work.
3. The Contractor shall identify at such residences whether the infrastructure of a utility or cable operator is causing or contributing significantly to the RFI and what remedial actions are needed.
4. The Contractor shall cooperate with the City and the Stations’ engineering representative as requested by the City, including meeting with the City, the Stations’ engineering representative and utilities and cable operators regarding a RFI complaint, the cause(s) of the RFI and the remedial steps needed to mitigate the RFI.
5. The Contractor shall comply with the standards of conduct prescribed by the City with regard to its communications with residents, conduct of troubleshooting visits to residences, hours for conducting troubleshooting visits, carrying and showing proper identification, obtaining resident permission in advance for troubleshooting visits and any remedial work performed and screening of employees. Such standards of conduct are contained in Attachment 1 to this Agreement.
6. The Contractor shall utilize forms, subject to review and acceptance by the City, to record: (1) the names and addresses of RFI complainants referred to Contractor by the City; (2) the names and addresses of RFI complainants who have requested on-site visits by the Contractor to evaluate and/or work on RFI issues; (3) the dates of on-site visits, the person with whom the Contractor met, a description of all troubleshooting conducted during the on-site visit and the amount of time spent, the probable cause(s) of any RFI discovered and recommendations made for work needed to remediate the RFI discovered; (4) permission to conduct specific RFI remediation work signed by the site resident; (5) cost estimates for such on-site RFI remediation work; (6) certification by the Contractor of the work performed, the amount of time spent and the results achieved; and (7) acknowledgment and acceptance of all services and parts provided by Contractor signed by the resident.
7. The Contractor shall (a) prepare monthly reports by location on work performed, cause(s) of RF interference, recommended solutions and estimated costs (if practical), and whether any remediation work performed was successful in addressing the RFI complaint. Such reports and sign-offs shall be provided to the City as may be agreed upon the parties, but no later than thirty (30) days after the end of the month covered by the report.

8. The Contractor shall not employ consultants, subcontract, assign, or transfer any of its rights or obligations under this Agreement without the prior written approval and consent of the City. The written approval and consent of the City shall not in any way relieve the Contractor from its responsibility for the work or materials furnished.

Payment Terms

9. Payment by the City to the Contractor shall be on an hourly rate basis at the hourly rates set forth in Attachment 2 to this Agreement. The hourly rate shall apply to time spent in the performance of the above services.
10. Travel time to and from the location of a complaint shall be paid for on a flat rate basis as set forth in Attachment 2 to this Agreement.
11. In addition, the Contractor shall be reimbursed at cost for any parts supplied and/or installed by the Contractor at a residence where such work has been authorized by the City and the resident (or property owner).
12. Contractor invoices shall cover the Contractor's time and the cost of parts, and shall be provided with appropriate support to substantiate all charges for time and materials
13. Contractor invoices shall be submitted to the City for payment. Payments will be made by the City within thirty (30) days after receipt of an invoice and services performed at a location may be subject to verification by the City.

Term of Agreement

14. The term of this Agreement **shall extend from the date of execution for approximately twelve (12) months through November 1, 2014**. If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligation under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn then this Agreement shall terminate.

Eligibility of Residents for Contractor On-Site Visits, Troubleshooting and Remediation Service

15. The City has provided as Attachment 3 to this Agreement the approximate geographic area, known as the Remediation Zone, within which Contractor shall make on-site visits. In addition, if the Stations' engineering representative advises the City that a RFI complaint from outside the Remediation Zone is related to RFE generated by the Stations, the Contractor may be directed by the City to may on-site visits to determine the cause of the RFI and correct the RFI.

Contact Information

16. Contractor's contact information for purposes of this Agreement is:

The City's contact information for purposes of this Agreement is:

Alan Mandl
Assistant City Solicitor
Law Department
City Hall
1000 Commonwealth Avenue
Newton, MA 02459
(617) 796-1240
amandl@newtonma.gov

Amendments

17. This Agreement may be amended solely by a writing signed by both Parties.

Termination; Events of Default

18. *Termination of Contract for Cause*. If either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement for any cause, or if either party shall violate any of the terms, covenants, and conditions of this Agreement, the non-breaching party may terminate this Agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof, said written notice to be given at least seven(7) days before

the effective date of such termination specified in such notice. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared, or purchased by the Contractor under this Agreement shall, at the option of the City, become its property.

19. *Termination for Convenience.* Either party may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the other party. In such event, all records, documents, assets, property and equipment, of any nature whatsoever or wheresoever situated prepared, or purchased by the Contractor under this Agreement shall, at the option of the City, become its property.
20. *Survival of Claims.* In the event the Agreement is terminated, for either cause or convenience, said termination shall not affect the rights or remedies of either party against the other then existing or which may thereafter accrue.
21. *Termination Expenses.* In the event of any termination of this Agreement, the Contractor shall be compensated in accordance with the provisions of Section 9 of this Agreement, for all services performed up to and including the termination date. No other termination expenses shall be allowed.

Assignment

22. Contractor shall have no right to assign this Agreement without the prior written consent of the City, which shall have sole discretion whether or not to grant such consent.

Indemnification

23. Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of Contractor, its employees, officers or agents arising out of Contractor's performance or non-performance of the terms of this Agreement, including without limitation, damage to persons or property, both real and personal, caused by Contractor.

Limitations on Liability

24. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

25. Contractor acknowledges that the City is a Massachusetts municipality and that limitations on the liability of the City exist under Massachusetts General Laws, Chapter 258 (the Massachusetts Tort Claims Act). Nothing contained in this Agreement shall constitute or be construed as constituting a waiver by the City of any limitation on liability that the City may have or be entitled to assert in the event of any claims made against the City by Contractor or any third party.

26. No officer, member, director, employee, official, volunteer, participant, agent or representative of the City (whether disclosed or undisclosed) shall be personally liable to the Contractor for the City's payment obligations or otherwise, and the Contractor agrees to look solely to the City for satisfaction of any claims of liability against the City.

Insurance and Bond

27. The Consultant shall obtain and maintain in force at all times during the term of this Agreement, occurrence basis insurance coverage pertaining to General Liability and Property Damage in at least the following amounts:
 - a. Commercial General Liability (Public Liability and Property Damage)
\$1,000,000 per occurrence/\$2,000,000 aggregate
 - b. Coverage for Workers Compensation shall be obtained and maintained in amounts no less than the Massachusetts statutory requirements.

The City shall be named as an additional insured on coverage required by sub-paragraph (a) above. The Consultant shall furnish certificates of insurance of the types and amounts required above, in a form satisfactory to the City, prior to the City's execution of this Agreement and at any time during the term of this Agreement upon the request of the City.

Tax Attestation

28. Contractor has executed a Tax Certification. .

Corporate Authority

29. Contractor has executed a Certificate of Authority.

Non-Collusion

30. Contractor has executed a Non-Collusion Certificate

Entire Agreement

31. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

Waiver

32. No action or failure to act by either party shall constitute a waiver of a right or duty afforded to the other party under this Agreement, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing. No forbearance or indulgence in any form or manner by either party shall be construed as a waiver or in any way limit the legal or equitable remedies available to the other party. No waiver by one party of a default or breach by the other party shall constitute a waiver of any subsequent default or breach by the other party.

Independent Contractor

33. Contractor is an independent contractor and is not a City employee or owned, operated or managed by the City. At no time shall the Contractor represent that it an employee of the City.

Governing Law

34. This Agreement, and its validity, interpretation, construction and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

Compliance with Laws

35. In the performance of this Agreement, each party shall comply with all federal, state and local laws, rules, ordinances, regulations and all administrative and judicial decisions (collectively, "Applicable Laws") . A party shall not be precluded from contesting the validity or enforceability of any Applicable Law that affects its performance of this Agreement.

Counterparts

36. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature copy of this Agreement received by either party by facsimile transmission in binding upon the other party as an original.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____

Print Name _____

Title _____

Date _____

Affix Corporate Seal Here

City funds in the amount of _____
are available in account number

13E108C01 - _____

I further certify that the Mayor, or his designee,
is authorized to execute contracts and approve
change orders.

By _____

Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____

Chief Procurement Officer

Date _____

By _____

Remediation Fund Administrator

Date _____

Approved as to Legal Form and Character

By _____

Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or his designee

Date _____

List of Attachments

Attachment 1	Standards of Conduct
Attachment 2	Contractor Hourly Rates
Attachment 3	Remediation Zone

ATTACHMENT 1

STANDARD OF CONDUCT

1. BACKGROUND CHECKS

Contractor shall conduct background checks of any employees who will be performing any of the services under this Agreement.

Generally, most or all of the checks listed below will be required. Additional background information may also be required.

- Identification Verification/Eligibility to Work in the Country
- Criminal History Background Checks
- Sex Offender Registry Search
- Residential Address Verification
- Employment History Verification
- Motor Vehicle Driving Record Check
- Employees Previously Terminated or Removed from Work for Contractor for Cause
- Drug Screening

2. CONTRACTOR IDENTIFICATION

Carry photo identification at all times and be willing to show it to residents. Such identification shall include the name of the person and the business name of the Contractor.

3. CONTRACTOR COMMUNICATIONS WITH RESIDENTS

Contractor shall conduct itself at all times in a professional, courteous and respectful manner in its communications with RFI complainants, whether by telephone, in-person or email. At no time shall the Contractor represent itself as an employee of the City.

4. CONTRACTOR ON-SITE VISITS

Obtain permission to conduct an on-site visit and, if appropriate, any RFI remediation services to be provided subject to City authorization

Wear appropriate clothing for the type of work being performed at a personal residence

Conduct yourself in a professional manner

Treat residents in a courteous and respectful manner

Keep on-site visits on schedule and notify a resident if a scheduled on-site visit is delayed outside of a time window or needs to be postponed

Provide residents with accurate information

When operating a vehicle in connection with services to be provided, Contractor shall have a valid driver's license and motor vehicle registration, and shall operate the vehicle safely at all times, in accordance with state motor vehicle laws.

Contractor shall report to the City any injuries or damages to person or property that occur in connection with Contractor's performance of on-site visits, RFI troubleshooting, RFI remediation services or travel to or from a site.

At no time shall the Contractor represent itself as an employee of the City.

5. DRUGS AND ALCOHOL

While performing work, the Contractor shall not (1) consume alcohol or drugs or (2) be under the influence of alcohol or any drugs that impair the ability to perform work safely, efficiently and in a professional and courteous manner.

At no time shall the Contractor use, possess, sell, offer to sell, transfer, provide, share, or purchase illegal drugs while on duty or be in possession or under the influence of medication prescribed for someone other than the Contractor.

6. FIREARMS

Contractor shall not carry, store or use any type of weapon in a personal vehicle while traveling to or from a site or while at a site. A "weapon" is a firearm, ammunition, explosive, or any other device or object that can be construed as a weapon by the City. Weapons do not include tools that are used for legitimate services associated with on-site visits, RFI troubleshooting services or RFI remediation services.

7. PERMITS AND LICENSES

Contractor shall have and maintain all permits, licenses and certifications needed for qualification to perform the RFI troubleshooting and remediation services under this Agreement.

8. UTILITY AND CABLE FACILITIES

Contractor shall not remove, modify, repair or replace any outside plant belonging to any utility, including the electric distribution company, and telecommunications service provider, any cable service provider and any direct broadcast satellite provider, whether or not such outside plant is operational. Any conditions discovered by the Contractor that lead it to believe that RFI at the location is caused in whole or in part by utility facilities shall be reported as soon as practicable to the City, with the name(s) and conditions discovered.

Contractor shall be properly licensed to perform on site interior troubleshooting and remediation work.

Contractor shall conduct itself at all times in a professional, courteous and respectful manner in its communications with utilities, whether by telephone, in-person or email.

9. SAFETY

The Contractor shall comply with all safety codes applicable to any services and work performed in connection with this Agreement.

In the event that the Contractor has reason to believe that any code violation is contributing to the RFI at a premises, the Contractor shall inform the RFI complainant as well as the City; provided, however, that the Contractor is under no duty to inspect a premises for code violations.

10. FORMS AND REPORTS

The Contractor shall utilize forms and reports needed to perform the services contemplated by this Agreement that are mutually acceptable to Contractor and the City.

ATTACHMENT 2

CONTRACTOR HOURLY RATES AND PAYMENT PROVISIONS

1. Travel time to and from the location of a RFI complaint shall be compensated on a flat fee basis of \$_____.
2. Services to be provided by the Contractor on an hourly basis shall be at the hourly rate of \$_____.
3. The Contractor shall bill the City on a flat fee and time and materials basis and submit its bills on a monthly basis. Such bills shall itemize the services provided by date and time, the costs incurred for parts, the amount of time spent, the personnel rendering services and their hourly rates and, where practicable, the RFI complainant and the premises (in the case of on-site visits for troubleshooting the cause(s) of RFI and any RFI remediation services). Such invoices shall be transmitted to the City as follows:

Remediation Fund Administrator
City of Newton
City Hall Room 215
1000 Commonwealth Avenue
Newton, MA 02459

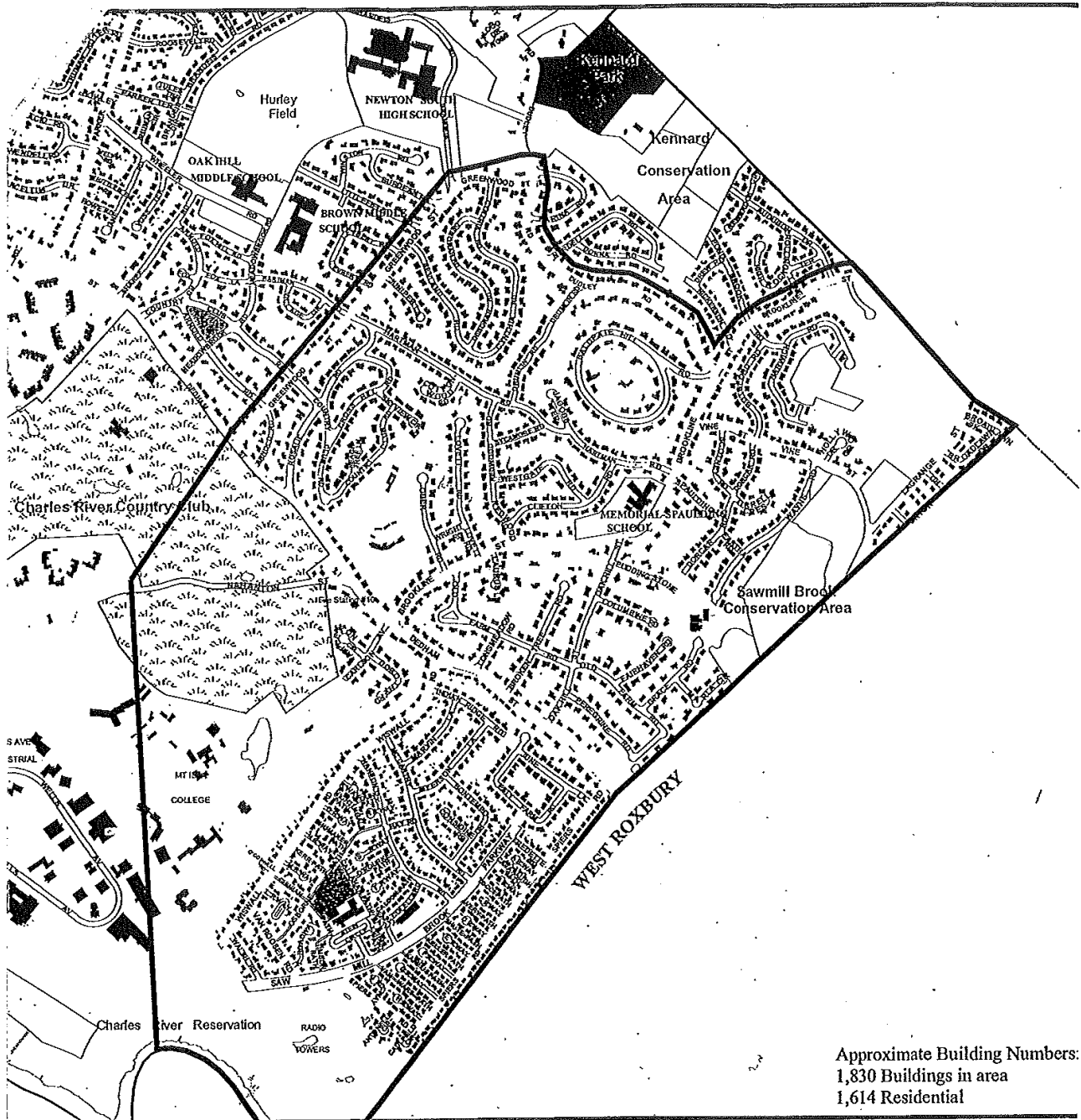
4. The Contractor shall certify to the City that its bills are true and accurate to the best of its knowledge and belief.
5. Following completion of on-site troubleshooting, prior written authorization from the City is required for any RFI remediation work and parts that collectively exceed the sum of \$1000.00.
6. The Contractor shall not perform RFI remediation services where it is unlikely that a RFI complaint, whether inside or outside the Remediation Zone, is related to radio frequency emissions generated by the Stations. The Contractor shall consult with the Remediation Fund Administrator in such instance and shall not perform such work without prior written authorization from the Remediation Fund Administrator.
7. The City shall pay Contractor's invoices within thirty (30) days after receipt.
8. The City shall have the right to review all books and records kept by the Contractor in connection with the services performed and parts supplied under this Agreement. The City shall withhold payments for any expenditures not substantiated by the Contractor's books and records.
9. The Contractor shall maintain all records regarding its services for a period of three (3) years after the date of termination or expiration of this Agreement.

ATTACHMENT 3

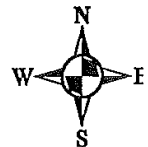
REMEDIATION ZONE

The Remediation Zone is described in the map dated October 5, 2005, and attached to City of Newton Board of Aldermen Order #542-03, dated November 21, 2005. A copy of this map is attached to this Attachment 3 and made a part hereof.

If the Stations' proof of performance measurements required by the Federal Communications Commission ("FCC") indicate that any of the Stations' FCC blanketing contours (47 CFR 73.88) exceed the bounds of the Remediation Zone as shown on the above-referenced map, the Remediation Zone will be extended such that it is coextensive with all Stations' blanketing contours. In such instance, the City will endeavor to obtain from the Stations an updated map of the Remediation Zone.

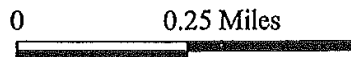
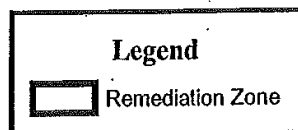


Radio Towers - Remediation Zone Map **City of Newton, Massachusetts**



MAP DATE: October 05, 2005

City of Newton, Massachusetts
 Mayor - David B. Cohen
 GIS Administrator - Douglas Greenfield



CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City of Newton, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name: _____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

SCOPE OF SERVICES CITY OF NEWTON

INVITATION FOR BIDS FOR RADIOFREQUENCY INTERFERENCE TROUBLESHOOTING AND REMEDIATION-RELATED WORK AT LOCATIONS IN OAK HILL NEAR 750 SAW MILL BROOK PARKWAY AM RADIO STATIONS SEPTEMBER 2013

BACKGROUND

Under the terms and conditions of a special permit and related permits, three radio stations were obligated to provide a one-time payment to the City of Newton (the “City”) to enable the City to create a RFI Remediation Fund. The Remediation Fund is intended to cover the costs of providing parts and/or service for any “RFI Remediation resulting from RFEs from any Stations.” (See Board of Aldermen Order #542-03 dated November 21, 2005).

“RFI Remediation” covers: providing technical information and assistance; providing parts, such as filters, to be added to the utility infrastructure and/or electronic devices; replacing or modifying affected electronic devices; and providing qualified personnel who will make on-site visits to evaluate and/or work on RFI issues....”

The Stations are under a continuing obligation to manage a website and phone number that can be contacted by residents in the area where the Stations are located, for the purpose of providing them with technical information and assistance. The Stations are not obligated to provide further services or parts. They may refer residents to the Remediation Fund.

The Stations are owned and/or operated by Clear Channel Radio, Beasley Broadcasting Group and Champion Broadcasting Systems, Inc. They are located at 750 Saw Mill Brook Parkway in Newton’s Oak Hill neighborhood. The Station facilities include five (5) 199 foot AM radio transmission antennas and related buildings. The area in question is reflected in Attachment 1 to this RFQ. The Stations’ engineering representative is Jeff Rosenberg, of Modulation Magic.

The City has appointed a Remediation Fund Administrator in accordance with the terms and conditions of the special permits/related permits. Disbursements from the Remediation Fund are to be made by the Fund Administrator. The Fund Administrator is required to consult with the Stations’ engineering representative before authorizing a disbursement unless this representative fails to consult with the Fund Administrator within 10 business days of a request.

It is recognized that at this time, there may be several possible causes of RFI in the area surrounding the Stations. Such causes may include utility/cable infrastructure, interior wiring or other interior conditions (such as improper connections) or inadequately shielded electric devices

REQUESTED SERVICES

The City seeks to retain a consultant with the skills and experience necessary to:

- Make on-site visits and troubleshoot the causes of RF interference at Oak Hill neighborhood locations where a resident or property owner has made a RFI complaint to the Stations and/or the City
- Advise the City whether the Stations’ RFE are (1) the sole cause of the RFI; (2) one cause of RFI, together with another cause; or (3) not a cause of the RFI. In the case of (1) or (2), with the resident’s or property owner’s consent, and prior authorization by the City, provide solutions to the RF interference where the work involves the installation of small parts, such as filters. For more costly solutions, such as the replacement or modification of electronic devices, the contractor must advise the City of such costs so that the City may determine whether and to what extent to authorize the use of the Remediation Fund to cover all or part of the cost of such solutions
- Identify instances where utility/cable infrastructure is causing or contributing significantly to the RF interference
- Cooperate with the City and the Stations’ engineering representative as requested by the City, including meeting with the City, the Stations’ engineering representative and/or utilities/cable operators
- Prepare brief reports by location on work performed, cause(s) of RF interference, recommended solutions and estimated costs (if practical), whether any remediation work performed was successful in addressing the RFI

complaint; obtain sign-offs from a resident that troubleshooting was conducted, and that remediation service, parts and/or recommendations (as applicable) were provided.

- The term of the agreement will not exceed one (1) year and may be subject to termination by either party upon thirty (30) days' prior written notice.

PAYMENT TERMS

The City plans to enter into a "services as needed" contract not to exceed one year. At present, the City is aware of 7 complaints that may be unresolved and in need of troubleshooting and/or remediation services. The number of RFI complaints that may be received over a 1 year period is not known. The City receives quarterly summaries of complaints logs maintained by the Stations' engineering representative, but not until about 30 days after the end of the prior quarter.

Payment by the City to the vendor will be as follows: (1) travel to and from the site of a complaint in order to troubleshoot or perform remediation services will be based upon a flat fee; (2) troubleshooting and repair work time will be on an hourly rate basis, plus the cost of any parts supplied by the vendor. The hourly rate will cover the services listed above as Requested Services. Separate invoices for parts, with appropriate support, shall be provided to the City; and (3) a flat fee for attending meetings of up to 2 hours with the City or the City and the Stations' engineering representative.

Invoices shall be submitted to the City. Payments will be made by the City within thirty (30) days after its receipt of an invoice and verification of the services performed and parts provided at specific location(s).

QUALIFICATIONS

A responsible vendor shall have (i) demonstrated experience with RFI troubleshooting and remediation services and have proficiency therein as demonstrated by (ii) at least three (3) favorable references and (iii) evidence that the vendor can deal effectively with the public, municipal officials and radio station operators.

Please provide your qualifications and experience relative to RFI and remediation. Include any professional qualifications and licenses.

Please provide at least 3 references and their contact information.

Please describe your experience in resident-facing services and your interaction with residents, public officials and AM radio towers.

RESPONSES

Please provide your proposed hourly rate(s) and the flat fee intended to cover travel time to and from the site of a complaint.

Please submit your responses to:
Chief Procurement Officer
City of Newton
City Hall
1000 Commonwealth Avenue
Newton, MA 02459

With a copy to:
Remediation Fund Administrator
Law Department
City of Newton
City Hall
1000 Commonwealth Avenue
Newton, MA 02459

Responses should be provided no later than October 23, 2013 at 12:30 p.m.

AWARD PROCESS

The City will select the responsive and responsible vendor offering the lowest price. Once a vendor is selected, the City will make a requisition for the vendor's services, and the vendor will be asked to enter into a service agreement in substantially the same form as Attachment B to this IFB.

Any questions concerning this IFB should be sent to the City of Newton Purchasing Department